

04-04-2002



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HEET
LYU.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Dal-Elit, L.P.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership (TX)
☐ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Document Recorded at Reel 2387 Frame 0425
Contained Errors in Reg. Nos. 719,269 and 2,132,096; Security
Agreement Re-Recorded to Correct Errors on Stated Reel/Frame.

Execution Date: October 26, 2001

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: _____

Street Address: P.O. Box 2558City: Houston State: TX ZIP: 77252

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

791,269 and 2,123,096Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael Holland, Esq.Internal Address: Simpson Thacher & BartlettStreet Address: 425 Lexington AvenueCity: New York State: NY ZIP: 100176. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65.00

- ☐ Enclosed
☒ Authorized to be charged to credit card

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Michael Holland, Esq.
Name of Person SigningMichael Holland
Signature4/2/02
DateTotal number of pages including cover sheet, attachments, and documents: 14

04/05/2002 676M11 00000041 791269

01 FC:481
02 FC:48240.00 00
25.00 00

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002474 FRAME: 0483

SECRET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **DAL-ELIT, L.P.**

- ☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership (TX)
☐ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: October 26, 2001

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: _____

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **See Attached Continuation of Item 4**

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael Holland, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 51

7. Total fee (37 CFR 3.41): \$ 1,290.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael Holland, Esq.

Name of Person Signing

Michael Holland
Signature

11/8/01
Date

Total number of pages comprising cover sheet: 13

11/14/2001 BTOM11 00000043 788633



Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481
02 FC:482

40.00 CP
1250.00 CP

TRADEMARK
REEL: 002474 FRAME: 0484

CONTINUATION OF ITEM 4

REGISTRATION NO.	REGISTRATION NO.
45,425	788,633
45,389	1,826,369
725,234	809,107
1,573,385	756,663
874,547	2,156,656
1,314,628	1,366,692
 4/2/02 719,269 791,269	1,550,983
1,372,588	1,190,702
1,270,773	1,528,269
1,126,111	1,392,374
2,149,366	966,378
502,630	1,488,473
2,169,908	262,732
1,367,640	1,195,722
806,588	757,145
1,430,204	868,904
1,329,606	1,755,340
1,305,034	1,371,314
1,019,407	1,696,110
1,816,892	1,432,960
1,383,392	855,810
1,999,666	1,342,655
2,044,459	1,280,755
 4/2/02 2,132,096 2,123,096	1,325,851
1,289,040	1,384,304
696,627	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of October 26, 2001 is made by Dal-Elit, L.P., a Texas limited partnership (the "Obligor"), in favor of The Chase Manhattan Bank, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit and Guarantee Agreement, dated as of August 14, 1996, as amended and restated as of October 26, 2001 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Dal-Tile International Inc., a Delaware corporation, Dal-Tile Group Inc., a Delaware corporation (the "Borrower"), the Agent, Bank of America, N.A., as Syndication Agent, Credit Lyonnais New York Branch, First Union National Bank and Mizuho Financial Group, as Co-Documentation Agents, and the Lenders. Capitalized terms not defined herein shall have the meanings ascribed to them in the guarantee and Collateral Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower has executed and delivered the Amended and Restated Collateral Agreement, dated as of June 19, 1997, as amended and restated as of October 26, 2001, in favor of Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Collateral Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

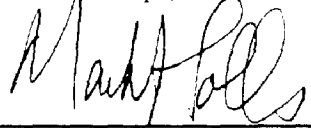
SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DAL-ELIT, L.P.

By: DTG Tile Corp., its General Partner

By: 

Name: Mark A. Sells

Title: Vice President / Secretary

THE CHASE MANHATTAN BANK,
as Administrative Agent for the Lenders

By: _____

Name:

Title:


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DAL-ELIT, L.P.

By: DTG Tile Corp., its General Partner

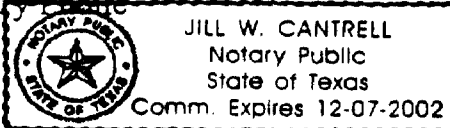
By: _____
Name:
Title:

THE CHASE MANHATTAN BANK,
as Administrative Agent for the Lenders

By:  _____
Name:
Title: ALLEN K. KING, VICE PRESIDENT
THE CHASE MANHATTAN BANK

STATE OF Texas)
COUNTY OF Dallas) ss

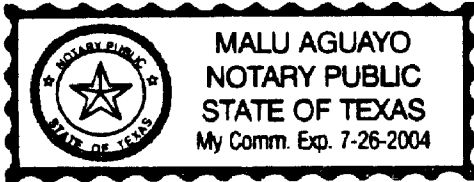
On the 25th day of October, 2001, before me personally came Mark A. Sells, who is personally known to me to be the VP & Secretary of DTG Tile Corp., a Delaware corporation and general partner of Dal-Elit, L.P.; who, being duly sworn, did depose and say that she/he is the VP & Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the [governing body of entity — ie, Board of Directors] of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Jill W. Cantrell
Notary Public
JILL W. CANTRELL
Notary Public
State of Texas
Comm. Expires 12-07-2002

(PLACE STAMP AND SEAL ABOVE)

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

On the 25th day of October, 2001, before me personally came
ALLEN F. KING, who is personally known to me to be the VICE PRESIDENT of The
Chase Manhattan Bank, a New York banking corporation; who, being duly sworn, did depose
and say that she/he is the VICE PRESIDENT in such corporation, the corporation
described in and which executed the foregoing instrument; that she/he executed and delivered
said instrument pursuant to authority given by the Board of Directors of such corporation; and
that she/he acknowledged said instrument to be the free act and deed of said corporation.



MALU AGUAYO
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademarks Registrations and Applications

[Please see attached.]

TRADEMARKS REGISTERED IN U.S. PATENT AND TRADEMARK OFFICE

NO.	TRADEMARK NAME	DATE OF FIRST USE	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	NEXT ACTION DUE / DATE
1	A.E. Tile Co.	1880	71/000,884	45,425	8/15/05	Renewal due 8/15/2005
2	A.E.T. Co.	1880	71/000,885	45,389	8/15/05	Renewal due 8/15/2005
3	Am. Olean & Design	12/58	72/116,860	725,234	12/19/61	Renewal due 12/19/2001
4	American Olean	12/28/88	73/790,176	1,573,385	12/26/89	Renewal due 12/26/2009
5	American	2/18/57	72/311,000	874,547	8/12/69	Renewal due 8/12/2009
6	Anchor-Bak	3/15/83	73/419,611	1,314,628	1/15/85	Renewal due 1/15/2005
7	Ceramic Classics	1/17/64	72/185,347	741,269 749,369	1/22/65	Renewal due 1/22/2005
8	Ceramic Entertainment Center	4/24/85	73/540,452	1,372,588	11/26/85	Renewal due 11/26/2005
9	Cleartones	11/23/82	73/409,716	1,270,773	3/20/84	Renewal due 3/20/2004
10	Crystalline	7/21/78	73/185,508	1,126,111	10/16/79	Renewal due 10/16/2009
11	Dakota	1/26/96	75/270,229	2,149,366	4/7/98	Sec. 8 & 15 Decl. due 4/7/2004
12	Dal Tile	6/3/47	71/529,883	502,630	10/5/48	Renewal due 10/5/2008
13	Dal Tile & Design	1/96	74/735,090	2,169,908	6/30/98	Sec. 8 & 15 Decl. due 6/30/2004
14	Dal Duraflor	6/30/84	73/522,313	1,367,640	10/29/85	Renewal due 10/29/2005
15	Dal-Monte	6/1/56	72/208,044	806,588	4/5/66	Renewal due 4/5/2006
16	Decorating Example	1/13/86	73/591,589	1,430,204	2/24/87	Renewal due 2/24/2007
17	Designer Accents	6/1/84	73/487,879	1,329,606	4/9/85	Renewal due 4/9/2005

DAL-TILE CORPORATION - TRADEMARKS REGISTERED IN U.S. PATENT OFFICE

NO.	TRADEMARK NAME	DATE OF FIRST USE	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	NEXT ACTION DUE / DATE
18	Dimensions	4/29/83	73/427,049	1,305,034	11/13/84	Renewal due 11/13/2004
19	Easy Set	5/22/74	73/025,066	1,019,407	9/2/75	Renewal due 9/2/2005
20	Egyptstones	8/14/92	74/389,897	1,816,892	1/18/94	Renewal due 1/18/2004
21	Elegance	4/16/85	73/541,753	1,383,392	1/18/86	Renewal due 2/18/2006
22	French Quarter	2/95	74/725,931	1,999,666	9/10/96	Renewal due 9/10/2006
23	Gold Rush Series	2/1/95	74/621,866	2,044,459	3/11/97	Sec. 8 & 15 Decl. due 3/11/03
24	Home Source	7/95	75/139,985	2,123,896 2,123,896 +1/2/02	12/23/97	Sec. 8 & 15 Decl. due 12/23/2003
25	Lock-Bak	12/21/82	73/416,662	1,289,040	8/7/84	Renewal due 8/7/2004
26	Master-Set	7/14/59	72/078,104	696,627	4/26/60	Renewal due 4/26/2010
27	Master-Trim	10/18/63	72/185,348	788,633	4/27/65	Renewal due 4/27/2005
28	Mix & Matchables	11/22/91	74/252,756	1,826,369	3/15/94	Renewal due 3/15/2004
29	Murray	6/20/21	72/208,428	809,107	5/31/66	Renewal due 5/31/2006
30	P and Design	10/1/61	72/154,510	756,663	9/17/63	Renewal due 9/17/2003
31	Provence	1/26/96	75/270,559	2,156,656	5/12/98	Sec. 8 & 15 Decl. due 5/12/2004
32	Quarry Mesa	11/8/84	73/524,263	1,366,692	10/22/85	Renewal due 10/22/2005
33	Quarry Guard	1/7/88	73/753,959	1,550,983	8/8/89	Renewal due 8/8/2009
34	Quarry Naturals	8/6/80	73/279,608	1,190,702	2/23/82	Renewal due 2/23/2012

DAL-TILE CORPORATION - TRADEMARKS REGISTERED IN U.S. PATENT OFFICE

NO.	TRADEMARK NAME	DATE OF FIRST USE	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	NEXT ACTION DUE / DATE
35	Quarrystream	7/26/88	73/751,354	1,528,269	3/7/89	Renewal due 3/7/2009
36	Radiance	7/25/85	73/555,527	1,392,374	5/6/86	Renewal due 5/6/2006
37	Redi-Set	10/29/62	72/386,555	966,378	8/21/73	Renewal due 8/21/2003
38	Satinglo	10/3/86	73/685,044	1,488,473	5/17/88	Renewal due 5/17/2008
39	Shadow Flash	4/1/29	71/281,977	262,732	10/22/29	Renewal due 10/22/2009
40	Siena	1/18/80	73/249,589	1,195,722	5/18/82	Renewal due 5/18/2002
41	Signature Tile	5/31/62	72/154,509	757,145	9/24/63	Renewal due 9/24/2003
42	Space-Rite	3/7/68	72/297,213	868,904	5/6/69	Renewal due 5/6/2009
43	Subtle Steps	1/5/92	74/292,090	1,755,340	3/2/93	Renewal due 3/2/2003
44	Suedelones	4/30/85	73/540,506	1,371,314	11/19/85	Renewal due 11/19/2005
45	Sure Step	12/21/90	74/194,420	1,696,110	6/23/92	Renewal due 6/23/2002
46	Terra Paver	6/10/86	73/610,872	1,432,960	3/17/87	Renewal due 3/17/2007
47	Terra Vitra	8/31/38	72/289,466	855,810	9/3/68	Renewal due 9/3/2008
48	Transit Tile	11/11/83	73/456,570	1,342,655	6/18/85	Renewal due 6/18/2005
49	Ultrapaver	11/9/82	73/408,818	1,280,755	6/5/84	Renewal due 6/5/2004
50	Whisper Colors	3/30/84	73/477,319	1,325,851	3/19/85	Renewal due 3/19/2005
51	Whisper Patterns	4/11/85	73/540,507	1,384,304	2/25/86	Renewal due 2/25/2006

LICENSES TO PATENTS

PATENT NAME	SERIAL NUMBER	FILING DATE	PATENT NUMBER	ISSUE DATE	NEXT ACTION DUE / DATE
Method Of Applying A Ceramic Image To A Complex Ceramic Article (US)	08/120,695	9/10/93	5418,041	5/23/95	Maintenance Fee due 5/23/2002
Method Of Applying A Ceramic Image To A Complex Ceramic Article and the Resulting Article (Canada)	2,095,493	5/4/93	Not issued	N/A	Annuity due 5/4/2002
Method Of Applying A Ceramic Image To A Complex Ceramic Article (Italy)	M193A000987	Unknown	1264449	Unknown	Annuity due 5/14/2002